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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

14 CITY PRINTS, LLC,

15 Plaintiff,

16 v.

17 J. JILL, INC.,

18 Defendants.  
19

Case No.: 2:18-cv-03892-RSWL-RAO

**STIPULATED PROTECTIVE ORDER**

20 Complaint Filed: May 9, 2018  
21 Trial Date: October 1, 2019  
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1     1.     A. PURPOSES AND LIMITATIONS

2             Discovery in this action is likely to involve production of confidential,  
3     proprietary or private information for which special protection from public disclosure  
4     and from use for any purpose other than for the prosecution, defense and/or settlement  
5     of this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
6     petition the Court to enter the following Stipulated Protective Order. The parties  
7     acknowledge that this Order does not confer blanket protections on all disclosures or  
8     responses to discovery and that the protection it affords from public disclosure and use  
9     extends only to the limited information or items that are entitled to confidential  
10    treatment under the applicable legal principles.

11            B. GOOD CAUSE STATEMENT

12            This action is likely to involve trade secrets, customer and pricing lists and other  
13    valuable research, development, commercial, financial, technical and/or proprietary  
14    information for which special protection from public disclosure and from use for any  
15    purpose other than prosecution, defense or settlement of this action is warranted. Such  
16    confidential and proprietary materials and information consist of, but are not limited to,  
17    confidential business or financial information, information regarding confidential  
18    business practices and product development and related practices and processes, or  
19    other confidential research, development, or commercial information (including  
20    information implicating privacy rights of third parties), information otherwise generally  
21    unavailable to the public, or which may be privileged or otherwise protected from  
22    disclosure under state or federal statutes, court rules, case decisions, or common law.  
23    Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
24    disputes over confidentiality of discovery materials, to adequately protect information  
25    the parties are entitled to keep confidential, to ensure that the parties are permitted  
26    reasonable necessary uses of such material in preparation for and in the conduct of trial,  
27    to address their handling at the end of the litigation, and serve the ends of justice, a  
28    protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons and  
2 that nothing be so designated without a good faith belief that it has been maintained in a  
3 confidential, non-public manner, and there is good cause why it should not be part of  
4 the public record of this case.

5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

6 The parties further acknowledge, as set forth in Section 12.3, below, that this  
7 Stipulated Protective Order does not entitle them to file confidential information under  
8 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
9 standards that will be applied when a party seeks permission from the court to file  
10 material under seal.

11 There is a strong presumption that the public has a right of access to judicial  
12 proceedings and records in civil cases. In connection with non-dispositive motions,  
13 good cause must be shown to support a filing under seal. See *Kamakana v. City and*  
14 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
15 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
16 *187 F.R.D. 576, 577 (E.D. Wis. 1999)* (even stipulated protective orders require good  
17 cause showing), and a specific showing of good cause or compelling reasons with  
18 proper evidentiary support and legal justification, must be made with respect to  
19 Protected Material that a party seeks to file under seal. The parties' mere designation of  
20 Disclosure or Discovery Material as CONFIDENTIAL does not— without the  
21 submission of competent evidence by declaration, establishing that the material sought  
22 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
23 constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion or trial, then  
25 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
26 sought shall be narrowly tailored to serve the specific interest to be protected. See  
27 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
28 or type of information, document, or thing sought to be filed or introduced under seal in

1 connection with a dispositive motion or trial, the party seeking protection must  
2 articulate compelling reasons, supported by specific facts and legal justification, for the  
3 requested sealing order. Again, competent evidence supporting the application to file  
4 documents under seal must be provided by declaration.

5 Any document that is not confidential, privileged, or otherwise protectable in its  
6 entirety will not be filed under seal if the confidential portions can be redacted. If  
7 documents can be redacted, then a redacted version for public viewing, omitting only  
8 the confidential, privileged, or otherwise protectable portions of the document, shall be  
9 filed. Any application that seeks to file documents under seal in their entirety should  
10 include an explanation of why redaction is not feasible.

## 11 2. DEFINITIONS

12 2.1 Action: this, the above captioned pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
14 information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
16 is generated, stored or maintained) or tangible things that qualify for protection under  
17 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
18 Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
20 support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or items  
22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
24 medium or manner in which it is generated, stored, or maintained (including, among  
25 other things, testimony, transcripts, and tangible things), that are produced or generated  
26 in disclosures or responses to discovery in this matter.

1        2.7 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
3 expert witness or as a consultant in this Action.

4        2.8 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information  
5 or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure  
6 of which to another Party or Non-Party would create a substantial risk of serious harm  
7 that could not be avoided by less restrictive means.

8        2.9 House Counsel: attorneys who are employees of a party to this Action. House  
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10       2.10 Non-Party: any natural person, partnership, corporation, association or other  
11 legal entity not named as a Party to this action.

12       2.11 Outside Counsel of Record: attorneys who are not employees of a party to  
13 this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
15 appeared on behalf of that party, and includes support staff.

16       2.12 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21       2.14 Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
24 their employees and subcontractors.

25       2.15 Protected Material: any Disclosure or Discovery Material that is designated  
26 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY.”  
28

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3       3.     SCOPE

4           The protections conferred by this Stipulation and Order cover not only Protected  
5 Material (as defined above), but also (1) any information copied or extracted from  
6 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
7 Material; and (3) any testimony, conversations, or presentations by Parties or their  
8 Counsel that might reveal Protected Material. Any use of Protected Material at trial  
9 shall be governed by the orders of the trial judge. This Order does not govern the use of  
10 Protected Material at trial.

11     4.     DURATION

12           Once a case proceeds to trial, information that was designated as  
13 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
14 an exhibit at trial becomes public and will be presumptively available to all members of  
15 the public, including the press, unless compelling reasons supported by specific factual  
16 findings to proceed otherwise are made to the trial judge in advance of the trial. See  
17 Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
18 documents produced in discovery from “compelling reasons” standard when merits-  
19 related documents are part of court record). Accordingly, the terms of this protective  
20 order do not extend beyond the commencement of the trial.

21     5.     DESIGNATING PROTECTED MATERIAL

22           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
23 Party or Non-Party that designates information or items for protection under this Order  
24 must take care to limit any such designation to specific material that qualifies under the  
25 appropriate standards. The Designating Party must designate for protection only those  
26 parts of material, documents, items or oral or written communications that qualify so  
27 that other portions of the material, documents, items or communications for which  
28 protection is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate or routinized designations are prohibited. Designations that  
2 are shown to be clearly unjustified or that have been made for an improper purpose  
3 (e.g., to unnecessarily encumber the case development process or to impose  
4 unnecessary expenses and burdens on other parties) may expose the Designating Party  
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
11 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
12 must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
18 ONLY" (hereinafter "CONFIDENTIAL legend"), to each page that contains  
19 protected material. If only a portion of the material on a page qualifies for  
20 protection, the Producing Party also must clearly identify the protected portion(s)  
21 (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for  
23 inspection need not designate them for protection until after the inspecting Party  
24 has indicated which documents it would like copied and produced. During the  
25 inspection and before the designation, all of the material made available for  
26 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
27 identified the documents it wants copied and produced, the Producing Party must  
28 determine which documents, or portions thereof, qualify for protection under this

1 Order. Then, before producing the specified documents, the Producing Party must  
2 affix the “CONFIDENTIAL legend” to each page that contains Protected  
3 Material. If only a portion of the material on a page qualifies for protection, the  
4 Producing Party also must clearly identify the protected portion(s) (e.g., by  
5 making appropriate markings in the margins).

6 (b) for testimony given in depositions that the Designating Party identifies  
7 the Disclosure or Discovery Material on the record, before the close of the  
8 deposition all protected testimony.

9 (c) for information produced in some form other than documentary and for  
10 any other tangible items, that the Producing Party affix in a prominent place on  
11 the exterior of the container or containers in which the information is stored the  
12 legend “CONFIDENTIAL.” If only a portion or portions of the information  
13 warrants protection, the Producing Party, to the extent practicable, shall identify  
14 the protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
16 to designate qualified information or items does not, standing alone, waive the  
17 Designating Party’s right to secure protection under this Order for such material. Upon  
18 timely correction of a designation, the Receiving Party must make reasonable efforts to  
19 assure that the material is treated in accordance with the provisions of this Order.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
22 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
24 process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
27 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
28 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn



1 the confidentiality designation, all parties shall continue to afford the material in  
2 question the level of protection to which it is entitled under the Producing Party's  
3 designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a Receiving  
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
15 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
16 may disclose any information or item designated "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of the  
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who  
3 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
8 party requests and the witness agrees to sign the “Acknowledgment and  
9 Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep  
10 any confidential information unless otherwise agreed by the Designating Party or  
11 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
12 depositions that reveal Protected Material may be separately bound by the court  
13 reporter and may not be disclosed to anyone except as permitted under this  
14 Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
19 writing by the Designating Party, a Receiving Party may disclose any information or  
20 item designated “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” only  
21 to:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
23 well as employees of said Outside Counsel of Record to whom it is reasonably  
24 necessary to disclose the information for this Action;

25 (b) the House Counsel of the Receiving Party to whom disclosure is  
26 reasonably necessary for this Action;

1 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) private court reporters and their staff to whom disclosure is reasonably  
6 necessary for this Action and who have signed the “Acknowledgment and  
7 Agreement to Be Bound” (Exhibit A);

8 (f) professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who  
10 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
15 party requests and the witness agrees to sign the “Acknowledgment and  
16 Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep  
17 any confidential information unless otherwise agreed by the Designating Party or  
18 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
19 depositions that reveal Protected Material may be separately bound by the court  
20 reporter and may not be disclosed to anyone except as permitted under this  
21 Stipulated Protective Order; and

22 (i) any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
25 OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation that  
27 compels disclosure of any information or items designated in this Action as  
28 “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification  
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order  
4 to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall  
6 include a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be  
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the  
10 subpoena or court order shall not produce any information designated in this action as  
11 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
12 order issued, unless the Party has obtained the Designating Party’s permission. The  
13 Designating Party shall bear the burden and expense of seeking protection in that court  
14 of its confidential material and nothing in these provisions should be construed as  
15 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
16 directive from another court.

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
18 IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a Non-  
20 Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
21 by Non-Parties in connection with this litigation is protected by the remedies and relief  
22 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
23 Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to produce a  
25 Non-Party’s confidential information in its possession, and the Party is subject to an  
26 agreement with the Non-Party not to produce the Non-Party’s confidential information,  
27 then the Party shall:  
28

1 (1) promptly notify in writing the Requesting Party and the Non-Party that  
2 some or all of the information requested is subject to a confidentiality agreement  
3 with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a  
6 reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by the Non-  
8 Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
10 of receiving the notice and accompanying information, the Receiving Party may  
11 produce the Non-Party's confidential information responsive to the discovery request. If  
12 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
13 information in its possession or control that is subject to the confidentiality agreement  
14 with the Non-Party before a determination by the court. Absent a court order to the  
15 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
16 court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
21 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
22 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
23 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
24 request such person or persons to execute the "Acknowledgment and Agreement to Be  
25 Bound" that is attached hereto as Exhibit A.

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
27 PROTECTED MATERIAL

Counsel are required to exert reasonable efforts to identify materials protected by the attorney-client privilege or the work-product doctrine prior to the disclosure of any such materials or information. Pursuant to and in accordance with Fed. R. Evid. 502(d), the inadvertent production of any document or thing will be without prejudice to any claim that such material is protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or protection, and shall not constitute a waiver of that privilege or protection in this case or any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by the Federal Rules of Evidence 502(d). In the event a Party sends written notice to the other Party(ies) that materials subject to a claim of privilege or protection (e.g., attorney-client privilege or work product immunity) were inadvertently produced, the Receiving Party(ies) shall return, sequester, or destroy such materials (and take reasonable action to retrieve from third parties for return, sequester, or destruction), together with all copies thereof, within five (5) business days of receiving said notice. Nothing in this provision shall waive or limit any Party's obligations under Fed. R. Civ. P. 26(b)(5)(B).

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by

1 the court, then the Receiving Party may file the information in the public record unless  
2 otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return all  
6 Protected Material to the Producing Party or destroy such material. As used in this  
7 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the Protected  
9 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
10 must submit a written certification to the Producing Party (and, if not the same person  
11 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
12 category, where appropriate) all the Protected Material that was returned or destroyed  
13 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
14 compilations, summaries or any other format reproducing or capturing any of the  
15 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
16 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
17 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
18 work product, and consultant and expert work product, even if such materials contain  
19 Protected Material. Any such archival copies that contain or constitute Protected  
20 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

21 14. VIOLATION

22 Any violation of this Order may be punished by appropriate measures including,  
23 without limitation, contempt proceedings and/or monetary sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 Dated: February 1, 2019

By: /s/ Trevor W. Barrett  
Scott A. Burroughs, Esq.  
Trevor W. Barrett, Esq.  
Justin M. Gomes, Esq.  
DONIGER /BURROUGHS  
Attorneys for Plaintiff

6  
7 Dated: February 1, 2019

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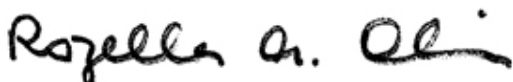
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23 *Attorneys for Defendant, J.JILL, INC.*

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 DATED: February 1, 2019

26  
27 

28 HON. ROZELLA A. OLIVER United States Magistrate Judge



EXHIBIT A ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the United  
States District Court for the Central District of California in the case of *City Prints, LLC*  
*v. J. Jill, Inc.*, Case Number 2:18-cv-03892-RSWL-RAO. I agree to comply with and to  
be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in  
the nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or  
entity except in strict compliance with the provisions of this Order. I further agree to  
submit to the jurisdiction of the United States District Court for the Central District of  
California for enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_